

**PROFESSIONAL SERVICES AGREEMENT
2007 CONTRACT
FOR THE ASSESSMENT OF NEW COMMERCIAL,
INDUSTRIAL, CONDOMINIUM AND EXEMPT CONSTRUCTION, AND FOR
NEW RESIDENTIAL AND AGRICULTURAL CONSTRUCTION IN BEAN
BLOSSOM, BENTON, INDIAN CREEK, POLK, SALT CREEK AND
WASHINGTON TOWNSHIPS, MORNOE COUNTY, INDIANA**

This SERVICE AGREEMENT (the "AGREEMENT") between Nexus Group, Inc. ("Nexus") and the Monroe County Board of Commissioners and County Assessor of Monroe County, Indiana ("Client") and made and entered into as of this 13th day of October 2006.

RECITALS:

Whereas, Nexus operates a tax research and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of Nexus's service, knowledge, skills and expertise in certain specified areas of Indiana property taxation; and

Whereas, Client and Nexus are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Engagement.** Client hereby engages Nexus as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof and in Attachment 1 to this AGREEMENT for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. Nexus hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.
2. **Services to be Performed.** During the term of this AGREEMENT, Nexus shall provide verbal and/or written reports, communications, data analysis and other related and necessary information ("Services") to the Client in general regards to New Commercial, Industrial, Condominium and Exempt Construction in Bean Blossom, Benton, Indian Creek, Polk, Salt Creek and Washington Townships, Monroe County, Indiana. These Services and deliverables are further outlined and detailed in Attachment 1 to this AGREEMENT. Client and Nexus may alter the scope and nature

of the Services upon mutual agreement. Nexus shall work closely with Client to ensure that Nexus completes those Services necessary so that Client meets all statutory deadlines. Nexus agrees to work in conjunction with the Client and other service providers, including but not limited to those associated with the reassessment and/or software provision, to integrate and transfer information so as to provide information to the Client in a uniform format. All work product of Nexus shall meet the requirements as established by the Department of Local Government Finance consistent with Regulation 17 as detailed in Version A of the 2002 Real Property Assessment Manual, any subsequent alterations to this document, as well as pertinent and other related adopted rules.

3. **Compensation.** In consideration for the Services as described in Section 2 hereof Nexus shall receive the sum of \$63,500.00; invoiced per the following schedule:

January 1, 2007 -	\$13,500.00
April 1, 2007 -	\$25,000.00

The final payment of \$25,000.00 will be due and payable upon mutual satisfaction of both parties that all contract deliverables have been met. Nexus shall submit an invoice or claim for payment to Client on the above-indicated dates. Upon written agreement of both parties, this Agreement may be extended from year to year with no more than a 5% increase in cost and payable along a similar schedule. Invoices are due within 45 days, with an additional grace period of 15 days. Payments outstanding after such grace period will be charged a one percent (1%) monthly interest charge.

4. **On-Site Presentations and/or Defense.** Nexus agrees to provide public presentations, defend and/or support any aspect of these Services in any forum, public or private, as deemed necessary by the Client.
5. **Term, Termination, Extension and Suspension.** Subject to termination or suspension as described herein, the term of this AGREEMENT shall commence on the earliest date referenced herein and continue for a period of one year, and shall automatically be extended from year to year until the next general state-wide reassessment currently scheduled to begin July 1, 2009. Either party may cancel this AGREEMENT at any time with thirty (30) days notice and for good and just cause. Client may suspend or terminate the provision of Services at their sole discretion for good and just cause (such as untimely and/or inadequate performance, reassessment delay by the Governor, State Legislature, Indiana Tax Court, and/or Indiana Supreme Court). In the event of a suspension of Service provision, the payment of any and all outstanding compensation due and payable in Section 3 shall likewise be suspended. At the resumption of

Services, Nexus and Client would make a good faith effort to amend this Agreement concerning due dates for deliverables and a compensation schedule.

By mutual agreement of the parties, this AGREEMENT may be amended by written addendum without rebidding to permit the County Assessor and Commissioners to contract for other assessment-related activities for assessment year 2008 and subsequent years until the next General Reassessment year.

6. **Confidentiality.** Nexus shall maintain the confidentiality of all Client records, data, information, correspondence of any type and similar. All information related to these Services shall be provided to the Client only, unless otherwise directed by Client, or as so directed by a Court of Law.
7. **Independent Contractor.** Nexus shall at all times be an independent contractor hereunder, rather than a coventure, agent, employee or representative of the Client. Client hereby acknowledges and agrees that Nexus may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.
8. **Proscribed Activities.** Nexus or its shareholders shall not file any type of real or personal property appeal on behalf of any person(s), corporations or business entities in regards to property owned, held or possessed in Monroe County, Indiana.
9. **Enforcement.** The provisions of this AGREEMENT shall be enforceable notwithstanding the existence of any claim by either Client or Nexus against the other. Each of the parties of this AGREEMENT shall have the right to specific performance and injunctive relief to enforce the terms of this AGREEMENT.
10. **Governing Law.** The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.
11. **Waiver of Breach.** The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.
12. **Entirety.** This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of Services and shall control over any other statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.
13. **Survival.** The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.

14. **Captions.** The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.
15. **Binding Effect.** This AGREEMENT shall insure to the benefit of both parties and their successors and assigns shall be binding upon both parties.
16. **Indemnification.** Both Client and Nexus agrees to indemnify, defend and hold harmless the other from and against any and all costs, expenses and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or arising from acts or omissions of the other party in performing its obligations hereunder.
17. **Contract Representative.** The Client may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The Nexus Contract Representative shall be Frank S. Kelly, 4225 N. Illinois Street, Indianapolis, IN 46208 (317-925-7783).
18. **Notices.** All written notices shall be directed, if to Nexus, at: 4225 N. Illinois St., Indianapolis, IN 46208; and if to Client, at: Monroe County Courthouse, Room 104, Bloomington, IN 47404.
19. **Responsibilities.** The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.
20. **Non-Discrimination.** Pursuant to I.C. 22-9-1-10, Nexus and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.
21. **Delays.** Whenever Nexus or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
22. **Subcontracting.** Nexus must obtain the approval of the Client before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If

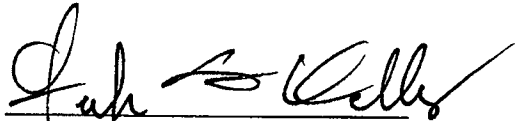
subcontractors are used, Nexus is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

23. **Force Majeure.** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.
24. **Maintaining A Drug-Free Workplace.** Nexus hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace. It is further expressly agreed that the failure of Nexus to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against Nexus including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of Nexus from doing further business with the Client for up to three (3) years.

In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

"Nexus"

By:



Frank S. Kelly
President

Date

10-31-06

By:

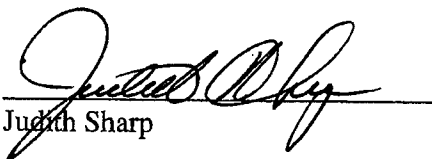
Jeffrey S. Wuensch
Chief Operating Officer

Date

"Client"

Monroe County Assessor

By:



Judith Sharp

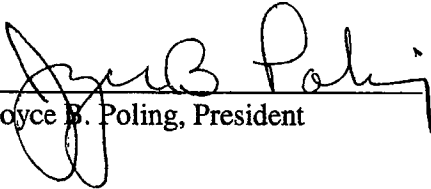
Date

10-31-06

Approved this 13th day of October, 2006, by the Board of Commissioners of Monroe County, Indiana.

MONROE COUNTY BOARD OF COMMISSIONERS

"Ayes"



Joyce B. Poling, President

Herb Kilmer, Vice President



Iris Kiesling, Member

"Nays"

Joyce B. Poling, President

Herb Kilmer, Vice President

Iris Kiesling, Member

ATTEST:

Sandy Newmann, Auditor

Attachment 1 – ADDENDUM

Nexus Group Deliverables

- Meet with all township and township-trustee assessors to review desired assessment methods for affected properties.
- Obtains list of permits for new construction as well as list of existing parcels with percentage completion.
- Based on preliminary figures, will develop a database of parcel information so as to schedule site visits for each property. This document will be used to track progress toward completion as well as record dates for tracking. This will allow the Contractor to schedule time in each affected township so as to give notice to township assessors. The Township Assessor, Township-Trustee Assessor and/or staff may accompany contractor on such site visits.
- During the site visit, will take digital photos, measurements and collect cost information as available.
- Develop data from which to perform initial assessment. This initial assessment data will be provided to the Contract Representative so as to develop an initial or revised property record card.
- Will review this property record card for appropriateness.
- Will re-visit property as necessary to finalize assessment.
- Update the above-described database.
- Complete all described activities by the due date.

The bid specifications pertaining to this contract are incorporated by reference. Client and Nexus Group shall adhere to those specifications unless agreed to in writing.

NEXUS GROUP

PROPERTY TAX CONSULTANTS

Copy 2

October 4, 2006

The Honorable Judith A. Sharp
Monroe County Assessor
Monroe County Courthouse
Bloomington, IN 47404

**Re: Letter of Transmittal, Bid for the 2007 County Assessor and Township Assessors
Assessment Contract**

Dear Judy:

On behalf of Nexus Group, Inc., I am pleased to submit this bid proposal for technical advice in the assessment of New Commercial, Industrial, Condominium and Exempt Construction in all of Monroe County, and for New Residential and Agricultural Construction in Bean Blossom, Benton, Indian Creek, Polk, Salt Creek and Washington Townships, Monroe County, Indiana. In addition to this Letter of Transmittal, this proposal includes: a) Completed Questionnaire; b) Bid Form; and c) Detailed Proposal.

Nexus Group's proposed fee is \$63,500. The detailed proposal shall comply with the specification document and adhere to the completion date of May 1, 2007.

Work will be invoiced per the Manner of Payment as described in the specifications.

Thank you for the opportunity to bid on the Monroe County proposal. If you have any questions about the enclosed materials, do not hesitate to contact me at (317) 753-0004.

Respectfully,



Frank Kelly, President
frank@nexustax.com

Bid Form

The undersigned, having reviewed the Specifications for the 2007 Contract for Technical Advice on the Assessment of New Commercial, Industrial, Condominium and Exempt Construction in all of Monroe County, and for New Residential and Agricultural Construction in Bean Blossom, Benton, Indian Creek, Polk, Salt Creek and Washington Townships, Monroe County, Indiana, dated October 13, 2006, does hereby offer to perform the services described therein for the sum of sixty three thousand five hundred dollars (\$63,500.00).

Nexus Group

Company name

Paul Kelly President

Signature

Title

10-4-06

Date

Questionnaire

1. *How many years has your organization been in business under your present business name?*

Since 1999

2. *How many years of experience does your organization have in the determination of assessed values according to Indiana law?*

As an organization, since 1999.

3. *For what counties have you served as technical advisor for specific assessment or general reassessment since March 1, 2002?*

Brown, Knox, Monroe, Daviess, Rush, Tipton, Hancock, Henry, Franklin, Lake, Porter, Dekalb, Steuben, Grant, Allen, Hendricks, Hamilton, Jasper, Laporte, Wayne, Wells

4. *Please state the number of other counties for which you will serve as technical advisor during the period of January 1, 2006 to July 1, 2006.*

At least 16.

5. *If you are an individual, in what year did you earn your certification as a Level II Assessor-Appraiser as defined by IC 6-1.1-35.5?*

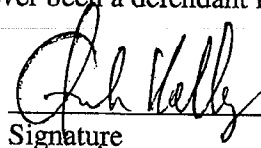
See below

6. *If you are a partnership or corporation, in what year did the resident supervisor earn certification as a Level II Assessor-Appraiser as defined by IC 6-1.1-35.5?*

Nexus Group President Frank Kelly – 1999.

7. *Have you or your organization been a defendant in any litigation filed since March 1, 2002? If so, please state the name of the case and case number to which it was assigned, and a summary of the nature of the dispute.*

Nexus Group, nor its shareholders, has ever been a defendant in any matters.


Signature

10-4-06
Date


Name of organization if applicable

New Construction Program Monroe County

Program Particulars

Nexus Group plans to:

- Meet with all township and township-trustee assessors to review desired assessment methods for affected properties.
- Obtains lists of permits for new construction as well as list of existing parcels with percentage completion.
- Based on the permit list, will develop a database of parcel information so as to schedule site visits for each property. This document will be used to track progress toward completion as well as record dates for tracking. This will allow the Contractor to schedule time in each affected township so as to give notice to township assessors. The Township Assessor, Township-Trustee Assessor and/or staff may accompany Contractor on such site visits.
- During the site visit, will take digital photos, measurements and collect cost information as available.
- Develop data from which to perform initial assessment. This initial assessment data will be provided to the Contract Representative so as to develop a preliminary assessment and property record card.
- Will review this property record card for appropriateness.
- Will re-visit property as necessary to finalize assessment.
- Update the above-described database.
- Complete all described activities by the due date.